

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF IOWA

IN RE: Case No.: 23-00484 C

BDC GROUP, INC. Chapter: 11

Debtor.

OBJECTION TO CONFIRMATION OF CHAPTER 11 PLAN

Now comes, Ally Bank by its attorney, Stephanie L. Hinz, objects to confirmation of Debtor's Chapter 11 Plan (Doc. 246). In support thereof, Ally Bank states as follows:

1. On June 13, 2023, Debtor filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code.

2. Debtor BDC GROUP, INC previously entered into Motor Vehicle Retail Installment Contract on the below mentioned dates for the Vehicles listed in Table 1 below. Movant has perfected its security interest in the Vehicles listed in Table 1:

TABLE 1:

Sr. No.	Collateral	Dates
1.	2022 GMC Canyon Crew Cab Elevation 4WD 3.6L V6 (VIN 1GTG6CEN7N1281475)	01/12/2023
2.	2022 GMC Canyon Crew Cab AT4 4WD 3.6L V6 (VIN 1GTG6FEN1N1330347)	01/12/2023

Copies of the Retail Installment Sale Contract (the "Contract") and certificate of title are attached as Exhibits A-B (vehicle ending in VIN 1475) and D-E (vehicle ending in VIN 0347) respectively.

3. The balance owed on the Contract as Petition date is specified in the below table 2. The Chapter 11 Plan filed proposes to pay Creditor's claim in the below mentioned amounts in Table 2. In the case at bar, the estimated replacement value a retail merchant would charge for the Collateral as per NADA valuation is mentioned in the below table 2.

TABLE 2:

Sr. no.	Collateral	Value proposed by Debtor (as per schedule)	Petition Balance	Retail Value	Exhibit (NADA Valuation)
1.	2022 GMC Canyon Crew Cab Elevation 4WD 3.6L V6 (VIN 1GTG6CEN7N1281475)	\$29,818.00	\$43,924.09	\$39,575.00	C
2.	2022 GMC Canyon Crew Cab AT4 4WD 3.6L V6 (VIN 1GTG6FEN1N1330347)	\$29,818.00	\$46,248.96	\$42,975.00	F

4. The Plan (Doc. 246) fails to pay the full replacement value of the Collateral. In a Chapter 11 bankruptcy, a debtor may confirm a plan over a creditor's objection only if the plan provides the creditor the full value, as of the effective date of the plan, of the allowed amount of the secured claim. 11 U.S.C. §1325(a)(5)(B). The allowed amount of such a claim is determined based on the replacement value a retail merchant would charge for a property of a similar age and condition. 11 U.S.C. §506(b).

5. To the extent that the Plan does not pay the full value of the claim, Creditor objects to the confirmation of the Plan.

WHEREFORE Ally Bank prays for the entry of an order denying confirmation of Debtor's Chapter 11 Plan.

PICKENS, BARNES & ABERNATHY

By /s/ Stephanie L. Hinz  
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ATTORNEYS FOR ALLY BANK

CERTIFICATE OF SERVICE

I certify that on November 2, 2023, I caused to be served a true and correct copy of the foregoing document by ECF on the following:

Austin Peiffer  
Joseph Peiffer  
Ag & Business Legal Strategies  
PO Box 11425  
Cedar Rapids, IA 52410-1425  
[austin@ablsonline.com](mailto:austin@ablsonline.com)

SMITH GAMBRELL & RUSSELL LLP  
Shelly A. DeRousse  
Elizabeth L. Janczak  
Tonita M. Helton  
311 South Wacker Drive, Suite 3000  
Chicago, IL 60606

United States Trustee  
United States Federal Courthouse  
111 7th Avenue SE, Box 17  
Cedar Rapids, IA 52401-2101  
USTPRegion12.CR.ECF@usdoj.gov

/s/ Lynette Stickney

RETAIL INSTALLMENT SALE CONTRACT – SIMPLE FINANCE CHARGE  
(WITH ARBITRATION PROVISION)

Buyer Name and Address (Including County and Zip Code) BDC GROUP, INC 1525 KETELSEN DR HIAWATHA IA 52233 LINN	Co-Buyer Name and Address (Including County and Zip Code) N/A	Seller-Creditor (Name and Address) COUNTRY BUICK GMC 326 E MARKET ST LEESBURG VA 20176 LOUDOUN
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You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements in this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used/ Demo	Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2022	GMC CANYON 4WD CREW	1GTG6CEN7N1281475	Personal, family, or household unless <input checked="" type="checkbox"/> business <input type="checkbox"/> agricultural

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of
11.74 %	\$ 15259.44	\$ 45794.16	\$ 61053.60	\$ 61053.60 <sup>is</sup>

**NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

Your Payment Schedule Will Be:				(e) means an estimate
Number of Payments	Amount of Payments	When Payments Are Due		
60	\$ 1017.56	MONTHLY	beginning	02/27/2023
N/A	\$ N/A	N/A		
N/A				

The preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

**Late Charge.** If payment is not received in full within 7 days after it is due, you will pay a late charge of 5 % of the part of the payment that is late.  
**Prepayment.** If you pay early, you will not have to pay a penalty.  
**Security Interest.** You are giving a security interest in the vehicle being purchased.  
**Additional Information:** See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

**APPLICABLE LAW**  
Federal law and the law of the state of Virginia apply to this contract.

**Returned Payment Charge:** If any check you give us is dishonored or electronic payment you make is returned unpaid, we may, at our option, charge you \$ 50.

**Agreement to Arbitrate:** By signing below, you agree that, pursuant to the Arbitration Provision on page 4 of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

Buyer Signs X [Signature] Co-Buyer Signs X N/A

**NO COOLING OFF PERIOD**

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

**VSI AND OPTIONAL INSURANCE**

Choice of Insurer. If vendor's single interest insurance is required (as indicated below), or if you desire optional insurance, such as credit life insurance or credit disability insurance, you have the right to use alternative coverage or to buy insurance elsewhere from the agent or insurer of your choice. You may also buy required physical damage insurance from the agent or insurer of your choice. Your choice of agent or insurer will not affect our decision to extend credit or your credit terms.

☐ **VENDOR'S SINGLE INTEREST INSURANCE (VSI insurance):** If the preceding box is checked, the Creditor requires VSI insurance for the initial term of the contract to protect the Creditor for loss or damage to the vehicle (collision, fire, theft, concealment, skip). VSI insurance is for the Creditor's sole protection. This insurance does not protect your interest in the vehicle. **You may choose the insurance company through which the VSI insurance is obtained.** If you elect to purchase VSI insurance through the Creditor, the cost of this insurance is \$ N/A and is also shown in Item 4B of the Itemization of Amount Financed. The coverage is for the initial term of the contract. See above for more information.

Exhibit A

ITEMIZATION OF AMOUNT FINANCED

1 Cash Price (including \$ 2144.80 sales tax) \$ 44051.80 (1)

2 Total Downpayment =  
Trade-In N/A  
(Year) (Make) (Model)  
Gross Trade-In Allowance \$ N/A  
Less Pay Off Made By Seller to N/A \$ N/A  
Equals Net Trade In \$ N/A  
+ Cash \$ N/A  
+ Other N/A \$ N/A  
+ Other N/A \$ N/A  
+ Other N/A \$ N/A  
(If total downpayment is negative, enter "0" and see 4I below) \$ N/A (2)

3 Unpaid Balance of Cash Price (1 minus 2) \$ 44051.80 (3)

4 Other Charges Including Amounts Paid to Others on Your Behalf (Seller may keep part of these amounts):

A Cost of Optional Credit Insurance  
Paid to Insurance Company or Companies.  
Life \$ N/A  
Disability \$ N/A

B Vendor's Single Interest Insurance Paid to Insurance Company(ies) \$ N/A

C Other Optional Insurance Paid to Insurance Company or Companies \$ N/A

D Optional Gap Contract \$ N/A

E Official Fees Paid to Government Agencies  
1) to STATE OF VA for LIEN \$ 25.00  
2) to STATE OF VA for GROSS REC TAX \$ 71.24  
3) to STATE OF VA for TEMP TAG \$ 3.00

F Government Taxes Not Included in Cash Price \$ N/A

G Government License and/or Registration Fees  
ONLINE REGS\$23.00/ELECTRIC TAX\$158.00  
LICENSE\$438.12 \$ 619.12

H Government Certificate of Title Fees \$ 35.00

I Other Charges (Seller must identify who is paid and describe purpose.)  
1) to N/A for Prior Credit or Lease Balance \$ N/A  
2) to SELLER for PROCESSING FEE \$ 989.00  
3) to N/A for N/A \$ N/A  
4) to N/A for N/A \$ N/A  
5) to N/A for N/A \$ N/A  
6) to N/A for N/A \$ N/A  
7) to N/A for N/A \$ N/A  
8) to N/A for N/A \$ N/A  
9) to N/A for N/A \$ N/A  
10) to N/A for N/A \$ N/A  
11) to N/A for N/A \$ N/A  
12) to N/A for N/A \$ N/A  
13) to N/A for N/A \$ N/A

Total Other Charges and Amounts Paid to Others on Your Behalf \$ 1742.36 (4)

5 Amount Financed (3 + 4) \$ 45794.16 (5)

Insurance. You may buy the physical damage insurance this contract requires from anyone you choose who is authorized to sell such insurance in Virginia. You may also provide the physical damage insurance through an existing policy owned or controlled by you that is acceptable to us. Your choice will not affect our decision to extend credit or the terms of this contract. You are not required to buy any other insurance to obtain credit unless the box indicating Vendor's Single Interest insurance is required is checked on page 1.  
If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:  
Optional Credit Insurance

☐ Credit Life: ☐ Buyer ☐ Co-Buyer ☐ Both  
☐ Credit Disability: ☐ Buyer ☐ Co-Buyer ☐ Both  
Premium: \$ N/A  
Credit Life \$ N/A  
Credit Disability \$ N/A  
Insurance Company Name N/A  
Home Office Address N/A

Credit life insurance and credit disability insurance are not required to obtain credit. You have the right to use alternate coverage or buy such insurance elsewhere. Your choice of insurer will not affect our decision to extend credit or the terms of this contract. Your decision to buy or not to buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in Item 4A of the Itemization of Amount Financed. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit Disability Insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

Other Optional Insurance

☐ N/A N/A  
Type of Insurance Term  
Premium \$ N/A  
Insurance Company Name N/A  
Home Office Address N/A  
☐ N/A N/A  
Type of Insurance Term  
Premium \$ N/A  
Insurance Company Name N/A  
Home Office Address N/A

Other optional insurance is not required to obtain credit. Your decision to buy or not buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the extra cost. Your choice of insurer will not affect our decision to extend credit or the terms of this contract.

I want the insurance checked above.  
X N/A N/A  
Buyer Signature Date  
X N/A N/A  
Co-Buyer Signature Date


THIS INSURANCE DOES NOT INCLUDE  
INSURANCE ON YOUR LIABILITY FOR  
BODILY INJURY OR PROPERTY DAMAGE.

OPTION: ☐ You pay no finance charge if the Amount Financed, item 5, is paid in full on or before N/A, Year N/A. SELLER'S INITIALS N/A

OPTIONAL GAP CONTRACT. A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in Item 4D of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term N/A Mos. N/A  
Name of Gap Contract  
I want to buy a gap contract.  
Buyer Signs X N/A

Exhibit A

Buyer Initials  Co-Buyer Initials X N/A

ORIGINAL LIENHOLDER

1. FINANCE CHARGE AND PAYMENTS

- a. **How we will figure the Finance Charge.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- b. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose as the law allows.
- c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on page 1 of this contract on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. **You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.
- e. **Your right to refinance a balloon payment.** A balloon payment is any payment other than a down payment that is more than 10% greater than the regular or recurring installment payments. If you use the vehicle primarily for consumer purposes, you have the right to refinance a balloon payment over an extended period with additional payments. The additional periodic payments will not be more than 10% greater than the regularly scheduled installment payments.

2. YOUR OTHER PROMISES TO US

- a. **If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. **Security Interest.**

You give us a security interest in:

  - The vehicle and all parts or goods put on it;
  - All money or goods received (proceeds) for the vehicle;
  - All insurance, maintenance, service, or other contracts we finance for you; and
  - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.
- d. **Insurance you must have on the vehicle.**

You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. You agree to name us on your insurance policy as an additional insured and as loss payee. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium for the insurance and a finance charge computed at the Annual Percentage Rate shown on page 1 of this contract or, at our option, the highest rate the law permits.

If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.
- e. **What happens to returned insurance, maintenance, service, or other contract charges.** If we obtain a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. **You may owe late charges.** You will pay a late charge on each late payment as shown on page 1 of this contract. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments.

- If you pay late, we may also take the steps described below.
- b. **You may have to pay all you owe at once.** If you break your promises (default), we may demand that you pay all you owe on this contract at once. Default means:
  - You pay any payment (plus any late charges) more than 10 days late or not at all;
  - You give us false, incomplete, or misleading information during credit application;
  - You start a proceeding in bankruptcy or one is started against you or your property; or
  - You break any agreements in this contract.The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.
- c. **You may have to pay collection costs.** If we hire an attorney to collect what you owe, you will pay the attorney's fee and court costs as the law allows. You will also pay any collection costs we incur as the law allows.
- d. **We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device (such as GPS), you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you. If you do not ask for these items back, we may dispose of them as the law allows.
- e. **How you can get the vehicle back if we take it.** If we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle.
- f. **We will sell the vehicle if you do not get it back.** If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.
- g. **What we may do about optional insurance, maintenance, service or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

4. WARRANTIES SELLER DISCLAIMS

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose. Any implied warranties arising from a written warranty or service contract are limited to the duration of such written warranty or service contract.

This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

5. **Used Car Buyers Guide.** The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.
- Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

6. SERVICING AND COLLECTION CONTACTS

You agree that we may try to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.

**PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS**

1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.
2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose the American Arbitration Association ([www.adr.org](http://www.adr.org)) or any other organization to conduct the arbitration subject to our approval. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller-Creditor is a party to the claim or dispute, in which case the hearing will be held in the federal district where this contract was executed. We will pay your filing, administration, service or case management fee and your arbitrator or hearing fee all up to a maximum of \$5000, unless the law or the rules of the chosen arbitration organization require us to pay more. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et. seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.

You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Provision, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Provision shall be unenforceable.

**The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.**

**HOW THIS CONTRACT CAN BE CHANGED.** This contract, along with all other documents signed by you in connection with the purchase of the vehicle, comprise the entire agreement between you and us affecting this purchase. No oral agreements or understandings are binding. Upon assignment of this contract: (i) only this contract and addenda to this contract comprise the entire agreement between you and the assignee relating to this contract; (ii) any change to this contract must be in writing and the assignee must sign it; and (iii) no oral changes are binding. Buyer Signs X [Signature] Co-Buyer Signs X N/A

If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

See the rest of this contract for other important agreements.

## NO LIABILITY INSURANCE INCLUDED

**NOTICE TO RETAIL BUYER:** Do not sign this contract in blank. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.

**You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You acknowledge that you have read all pages of this contract, including the arbitration provision above, before signing below. You confirm that you received a completely filled-in copy when you signed it.**

Buyer Signs X [Signature] Date 01/12/23 Co-Buyer Signs X N/A Date N/A  
 Buyer Printed Name BDC GROUP, INC Co-Buyer Printed Name N/A

If the "business" use box is checked in "Primary Use for Which Purchased": Print Name N/A Title N/A

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here X N/A Address N/A  
 Seller signs COUNTRY BUICK GMC Date 01/12/23 By X [Signature] Title FI

Seller assigns its interest in this contract to ALLY FINANCIAL (Assignee) under the terms of Seller's agreement(s) with Assignee.

☐ Assigned with recourse ☒ Assigned without recourse ☐ Assigned with limited recourse

Seller COUNTRY BUICK GMC 326 E MARKET ST LEESBURG VA 20176

By X [Signature] Title FI

ORIGINAL LIENHOLDER

Exhibit A

Ally Proprietary

**CONFIRMATION OF ASSIGNMENT OF RETAIL  
INSTALLMENT SALE CONTRACT**

WHEREAS, on or about 12<sup>th</sup> January 2023, BDC Group, Inc (“Customer”) entered into that certain Retail Installment Sale Contract (“Contract”) with Country Buick Gmc (“Dealership”) for the sale and financing of a 2022, Gmc, Canyon 4WD Crew, VIN #1GTG6CEN7N1281475 (“Vehicle”); and

WHEREAS, the Dealership thereafter sold and assigned its interest in the Contract to Ally Financial Inc. and

THEREAFTER, Ally Financial Inc. did assign all of its right, title and interest in and to the Contract to Ally Bank aka Ally Capital Corp. aka Ally Bank Corp. effective as of the date of the Contract.

AIS PORTFOLIO SERVICES, LLC, AS AUTHORIZED AGENT FOR  
ALLY FINANCIAL INC.

By: Paul T  
(Signature)

Name: PAUL TANGEN  
(Print Name of Signatory)

Title: Its Authorized Agent

Date: 10/4/23



### LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Ally Financial Inc. formerly known as GMAC Inc., GMAC LLC, and General Motors Acceptance Corporation d/b/a/ GMAC (the "Company") does hereby make, constitute and appoint Ally Bank a/k/a Ally Bank Corp. and Ally Capital Corp. and its wholly owned subsidiary Ally Servicing LLC (collectively the "Servicer") as its true and lawful attorney-in-fact, with full power of substitution, with respect to (i) all retail installment sale contracts, lease agreements, and loans serviced and administered by said attorney-in-fact for the benefit of Company, (ii) the collateral securing such retail installment sale contracts and loans and the vehicles related to such lease agreements, (iii) all security documents related to such contracts, loans and leases, and (iv) all payments and proceeds with respect to the foregoing (collectively, the "Property"), (a) to sign, acknowledge, file, appear as lien holder on, in the name, place and stead of Company, all certificates, documents and instruments relating to the Property, including, but not limited to, any instrument of assignment, certificate of title, notice of lien, assignment of lien, application for a certificate of title or duplicate of a certificate of title, application to register or transfer title, document to effect the notation of a lien upon a certificate of title or the assignment of such a lien, notice of any such assignment, application to register or transfer the rights as secured party under any policy of insurance, insurance claim, demand or request for premium refund, bankruptcy proof of claim, claim or demand against any dealer or against any person who may have an obligation to Company pursuant to or with respect to the Property, affidavit of repossession, bill of sale, notice of sale, lien release and odometer statement; (b) to authorize and consummate the sale and disposition of any part of the Property; (c) to collect and receive proceeds relating to or with respect to the Property; (d) to commence or participate, in the Servicer's own name or in the name of Company, a legal proceeding related to the Property under the Agreement, and in connection with any such proceeding to execute and deliver in the Servicer's or Company's name any notices, demands, claims, complaints, responses, affidavits or other documents or instruments; and (e) further as said attorney-in-fact may deem fit and proper to perfect the right, title and interest of Company in any part of the Property.

The undersigned further hereby gives and grants unto said attorney-in-fact full power and authority to do and perform every act necessary and proper to be done in the exercise of any of the foregoing powers as fully as the undersigned might or could do if personally present.

The undersigned further ratifies the actions taken by said attorney-in-fact in connection with the servicing and administration of retail installment sale contracts, loans and lease agreements by said attorney-in-fact prior to the execution date below for the benefit of Company.

This Power of Attorney shall continue in effect until superseded by a newer power of attorney between Company and Servicer or until revoked in writing by the undersigned or another authorized representative of Company. Anyone to whom this Power of Attorney is presented may rely upon it without further inquiry of the undersigned. A photocopy of this Power of Attorney shall have the same effect as an original, manually signed and acknowledged counterpart of this Power of Attorney.

IN WITNESS WHEREOF, the undersigned has executed this instrument on this 28<sup>th</sup> day of January, 2020.

Ally Financial Inc.

By:

Name: Jeffrey A. Belisle

Title: Corporate Secretary

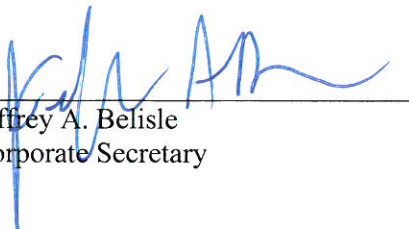


Exhibit A

ACKNOWLEDGMENT

STATE OF MICHIGAN       )  
  ) ss.  
COUNTY OF WAYNE       )

On this 28<sup>th</sup> day of January, 2020, before me personally appeared Jeffrey A. Belisle, who acknowledged to me to be an officer and authorized representative of the above legal entity, and that he, as such officer and authorized representative, being fully authorized to do so, executed the foregoing instrument for the purposes therein contained as the free act and deed of said legal entity, and as his free act and deed as an officer and authorized representative of said legal entity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

DONNA M. DICICCO  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF MACOMB  
MY COMMISSION EXPIRES May 25, 2025  
ACTING IN COUNTY OF WAYNE

Donna M. DiCicco  
Notary Public  
My Commission expires: \_\_\_\_\_

PDP ELECTRONIC TITLE DOCUMENT

ELT\*IA : ELT - IOWA

Title # : 57AN62882 Title Type :  
Issue Date: 2/09/2023 Lic/Tag/Control #:

VIN . . . . . : 1GTG6CEN7N1281475

Vehicle Info. . : 2022 GMC CAN PK

Odometer Reading : 10  
Date . :  
Status :

Owner Information . : BDC GROUP INC  
Co-Owner . . . . . :

Owner address . . . : 1525 KETELSEN DR  
  
HIAWATHA  
IA 522332219

Lienholder Information: ALLY FINANCIAL  
PO Box 8122  
  
Cockeysville  
MD 21030

2nd Lienholder Name :

ELT Sent Date . . . . . : 2/09/2023  
Lien Type . . . . . :  
Owner Driver License# :

Brand code . . . . . :

Release name . . . :  
Release address 1 :  
Rel City/State/Zip : ,

## N.A.D.A. Official Used Car Guide Vehicle Valuation

Print Date: October 20, 2023

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Vehicle Description: 2022 GMC Canyon Crew Cab Elevation 4WD 3.6L V6  
VIN: 1GTG6CEN7N1281475

### Base Values

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Retail: \$ 39575.00	Wholesale/Trade-in: \$ 36850.00
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### Optional Equipment/Adjustments

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Estimated Miles: 22500	\$ 0.00
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### Total Adjusted N.A.D.A. Used Car Guide Values

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Retail: \$ 39575.00	Retail/Wholesale Average: \$ 38212.50
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Reference 06/2023 Midwest

RETAIL INSTALLMENT SALE CONTRACT – SIMPLE FINANCE CHARGE  
(WITH ARBITRATION PROVISION)

Buyer Name and Address: (Including County and Zip Code) BDC GROUP, INC 1525 KETELSEN DR HIAWATHA IA 52233 LINN	Co-Buyer Name and Address: (Including County and Zip Code) N/A	Seller-Creditor (Name and Address) COUNTRY BUICK GMC 326 E MARKET ST LEESBURG VA 20176 LOUDOUN
---	--	--

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements in this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used/ Demo	Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2022	GMC CANYON	1GTG6FEN1N1330347	<input type="checkbox"/> Personal, family, or household unless otherwise indicated below. <input checked="" type="checkbox"/> business <input type="checkbox"/> agricultural

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of \$0.00.
11.74 %	\$ 16067.18	\$ 48218.02	\$ 64285.20	\$ 64285.20 is

Your Payment Schedule Will Be: (e) means an estimate

Number of Payments	Amount of Payments	When Payments Are Due
60	\$ 1071.42	MONTHLY beginning 02/27/2023
N/A	\$ N/A	N/A
N/A		

**NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

The preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

**Late Charge.** If payment is not received in full within 7 days after it is due, you will pay a late charge of 5 % of the part of the payment that is late.  
**Prepayment.** If you pay early, you will not have to pay a penalty.  
**Security Interest.** You are giving a security interest in the vehicle being purchased.  
**Additional Information:** See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

**APPLICABLE LAW**  
Federal law and the law of the state of Virginia apply to this contract.

**Returned Payment Charge:** If any check you give us is dishonored or electronic payment you make is returned unpaid, we may, at our option, charge you \$ 50.

**Agreement to Arbitrate:** By signing below, you agree that, pursuant to the Arbitration Provision on page 4 of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

Buyer Signs X [Signature] Co-Buyer Signs X N/A

**NO COOLING OFF PERIOD**

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

**VSI AND OPTIONAL INSURANCE**

Choice of Insurer. If vendor's single interest insurance is required (as indicated below), or if you desire optional insurance, such as credit life insurance or credit disability insurance, you have the right to use alternative coverage or to buy insurance elsewhere from the agent or insurer of your choice. You may also buy required physical damage insurance from the agent or insurer of your choice. Your choice of agent or insurer will not affect our decision to extend credit or your credit terms.

☐ **VENDOR'S SINGLE INTEREST INSURANCE (VSI insurance):** If the preceding box is checked, the Creditor requires VSI insurance for the initial term of the contract to protect the Creditor for loss or damage to the vehicle (collision, fire, theft, concealment, skip). VSI insurance is for the Creditor's sole protection. This insurance does not protect your interest in the vehicle. **You may choose the insurance company through which the VSI insurance is obtained.** If you elect to purchase VSI insurance through the Creditor, the cost of this insurance is \$ N/A and is also shown in Item 4B of the Itemization of Amount Financed. The coverage is for the initial term of the contract. See above for more information.

Exhibit D

Buyer Initials X [Signature] Co-Buyer Initials X N/A

ORIGINAL LIENHOLDER

LAW 553-VA-ARB-eps-14 11/19 v1 Page 1 of 4



ITEMIZATION OF AMOUNT FINANCED

1 Cash Price (including \$ 2258.95 sales tax) \$ 46448.95 (1)

2 Total Downpayment =  
Trade-In N/A  
(Year) (Make) (Model)  
Gross Trade-In Allowance \$ N/A  
Less Pay Off Made By Seller to N/A  
Equals Net Trade In \$ N/A  
+ Cash \$ N/A  
+ Other \$ N/A  
+ Other \$ N/A  
+ Other \$ N/A  
(If total downpayment is negative, enter "0" and see 4I below)

3 Unpaid Balance of Cash Price (1 minus 2) \$ 46448.95 (2)

4 Other Charges Including Amounts Paid to Others on Your Behalf (Seller may keep part of these amounts):  
A Cost of Optional Credit Insurance  
Paid to Insurance Company or Companies.  
Life \$ N/A  
Disability \$ N/A  
B Vendor's Single Interest Insurance Paid to Insurance Company(ies) \$ N/A  
C Other Optional Insurance Paid to Insurance Company or Companies \$ N/A  
D Optional Gap Contract \$ N/A  
E Official Fees Paid to Government Agencies  
1) to STATE OF VA for LIEN \$ 25.00  
2) to STATE OF VA for GROSS REC TAX \$ 75.12  
3) to STATE OF VA for TEMP TAG \$ 3.00  
F Government Taxes Not Included in Cash Price \$ N/A  
G Government License and/or Registration Fees  
ONLINE REG \$23.00/ELECTRIC TAX \$158.00  
LICENSE \$460.95 \$ 641.95  
H Government Certificate of Title Fees \$ 35.00  
I Other Charges (Seller must identify who is paid and describe purpose.)  
1) to N/A for Prior Credit or Lease Balance \$ N/A  
2) to SELLER for PROCESSING FEE \$ 989.00  
3) to N/A for N/A \$ N/A  
4) to N/A for N/A \$ N/A  
5) to N/A for N/A \$ N/A  
6) to N/A for N/A \$ N/A  
7) to N/A for N/A \$ N/A  
8) to N/A for N/A \$ N/A  
9) to N/A for N/A \$ N/A  
10) to N/A for N/A \$ N/A  
11) to N/A for N/A \$ N/A  
12) to N/A for N/A \$ N/A  
13) to N/A for N/A \$ N/A  
Total Other Charges and Amounts Paid to Others on Your Behalf \$ 1769.07 (4)  
5 Amount Financed (3 + 4) \$ 48218.02 (5)

OPTION: ☐ You pay no finance charge if the Amount Financed, item 5, is paid in full on or before N/A, Year N/A. SELLER'S INITIALS N/A

OPTIONAL GAP CONTRACT. A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in Item 4D of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term N/A Mos. N/A  
Name of Gap Contract  
I want to buy a gap contract.  
Buyer Signs X N/A

Insurance. You may buy the physical damage insurance this contract requires from anyone you choose who is authorized to sell such insurance in Virginia. You may also provide the physical damage insurance through an existing policy owned or controlled by you that is acceptable to us. Your choice will not affect our decision to extend credit or the terms of this contract. You are not required to buy any other insurance to obtain credit unless the box indicating Vendor's Single Interest insurance is required is checked on page 1.  
If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:  
Optional Credit Insurance

☐ Credit Life: ☐ Buyer ☐ Co-Buyer ☐ Both  
☐ Credit Disability: ☐ Buyer ☐ Co-Buyer ☐ Both  
Premium:  
Credit Life \$ N/A  
Credit Disability \$ N/A  
Insurance Company Name N/A  
Home Office Address N/A

Credit life insurance and credit disability insurance are not required to obtain credit. You have the right to use alternate coverage or buy such insurance elsewhere. Your choice of insurer will not affect our decision to extend credit or the terms of this contract. Your decision to buy or not to buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in Item 4A of the Itemization of Amount Financed. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit Disability Insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

Other Optional Insurance

☐ N/A N/A  
Type of Insurance Term  
Premium \$ N/A  
Insurance Company Name N/A  
Home Office Address N/A  
☐ N/A N/A  
Type of Insurance Term  
Premium \$ N/A  
Insurance Company Name N/A  
Home Office Address N/A


Other optional insurance is not required to obtain credit. Your decision to buy or not buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the extra cost. Your choice of insurer will not affect our decision to extend credit or the terms of this contract.

I want the insurance checked above.  
X N/A N/A

Buyer Signature Date  
X N/A N/A  
Co-Buyer Signature Date

THIS INSURANCE DOES NOT INCLUDE  
INSURANCE ON YOUR LIABILITY FOR  
BODILY INJURY OR PROPERTY DAMAGE.

Exhibit D

Buyer Initials X  Co-Buyer Initials X N/A

ORIGINAL LIENHOLDER

1. **FINANCE CHARGE AND PAYMENTS**

- a. **How we will figure the Finance Charge.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- b. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose as the law allows.
- c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on page 1 of this contract on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. **You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.
- e. **Your right to refinance a balloon payment.** A balloon payment is any payment other than a down payment that is more than 10% greater than the regular or recurring installment payments. If you use the vehicle primarily for consumer purposes, you have the right to refinance a balloon payment over an extended period with additional payments. The additional periodic payments will not be more than 10% greater than the regularly scheduled installment payments.

2. **YOUR OTHER PROMISES TO US**

- a. **If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. **Security Interest.**  
You give us a security interest in:
- The vehicle and all parts or goods put on it;
  - All money or goods received (proceeds) for the vehicle;
  - All insurance, maintenance, service, or other contracts we finance for you; and
  - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.
- This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.
- d. **Insurance you must have on the vehicle.**  
You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. You agree to name us on your insurance policy as an additional insured and as loss payee. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium for the insurance and a finance charge computed at the Annual Percentage Rate shown on page 1 of this contract or, at our option, the highest rate the law permits.  
If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.
- e. **What happens to returned insurance, maintenance, service, or other contract charges.** If we obtain a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

3. **IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES**

- a. **You may owe late charges.** You will pay a late charge on each late payment as shown on page 1 of this contract. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments.

- If you pay late, we may also take the steps described below.
- b. **You may have to pay all you owe at once.** If you break your promises (default), we may demand that you pay all you owe on this contract at once. Default means:
- You pay any payment (plus any late charges) more than 10 days late or not at all;
  - You give us false, incomplete, or misleading information during credit application;
  - You start a proceeding in bankruptcy or one is started against you or your property; or
  - You break any agreements in this contract.
- The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.
- c. **You may have to pay collection costs.** If we hire an attorney to collect what you owe, you will pay the attorney's fee and court costs as the law allows. You will also pay any collection costs we incur as the law allows.
- d. **We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device (such as GPS), you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you. If you do not ask for these items back, we may dispose of them as the law allows.
- e. **How you can get the vehicle back if we take it.** If we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle.
- f. **We will sell the vehicle if you do not get it back.** If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle.  
We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.
- g. **What we may do about optional insurance, maintenance, service or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

4. **WARRANTIES SELLER DISCLAIMS**

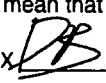
Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose. Any implied warranties arising from a written warranty or service contract are limited to the duration of such written warranty or service contract.  
This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

5. **Used Car Buyers Guide.** The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.  
Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

6. **SERVICING AND COLLECTION CONTACTS**

You agree that we may try to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.

Exhibit D

Buyer Initials X  Co-Buyer Initials X N/A

ORIGINAL LIENHOLDER

**PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS**

- 1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.**
- 2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.**
- 3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.**

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose the American Arbitration Association ([www.adr.org](http://www.adr.org)) or any other organization to conduct the arbitration subject to our approval. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller-Creditor is a party to the claim or dispute, in which case the hearing will be held in the federal district where this contract was executed. We will pay your filing, administration, service or case management fee and your arbitrator or hearing fee all up to a maximum of \$5000, unless the law or the rules of the chosen arbitration organization require us to pay more. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et. seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.

You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Provision, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Provision shall be unenforceable.

**The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.**

**HOW THIS CONTRACT CAN BE CHANGED.** This contract, along with all other documents signed by you in connection with the purchase of the vehicle, comprise the entire agreement between you and us affecting this purchase. No oral agreements or understandings are binding. Upon assignment of this contract: (i) only this contract and addenda to this contract comprise the entire agreement between you and the assignee relating to this contract; (ii) any change to this contract must be in writing and the assignee must sign it; and (iii) no oral changes are binding. Buyer Signs ☒ Co-Buyer Signs ☒ N/A

If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

**See the rest of this contract for other important agreements.**

## **NO LIABILITY INSURANCE INCLUDED**

**NOTICE TO RETAIL BUYER:** Do not sign this contract in blank. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.

**You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You acknowledge that you have read all pages of this contract, including the arbitration provision above, before signing below. You confirm that you received a completely filled-in copy when you signed it.**

Buyer Signs ☒ Date 01/12/23 Co-Buyer Signs ☒ N/A Date N/A  
Buyer Printed Name BDC GROUP, INC. Co-Buyer Printed Name N/A Title N/A

If the "business" use box is checked in "Primary Use for Which Purchased": Print Name N/A

**Co-Buyers and Other Owners** — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here ☒ N/A Address N/A  
Seller signs COUNTRY BUICK GMC Date 01/12/23 By ☒ Title FI

Seller assigns its interest in this contract to **ALLY FINANCIAL** (Assignee) under the terms of Seller's agreement(s) with Assignee.

☐ Assigned with recourse ☒ Assigned without recourse ☐ Assigned with limited recourse

Seller COUNTRY BUICK GMC 326 E MARKET ST LEESBURG VA 20176

By ☒ Title FI



Ally Proprietary

**CONFIRMATION OF ASSIGNMENT OF RETAIL  
INSTALLMENT SALE CONTRACT**

WHEREAS, on or about 12<sup>th</sup> January 2023, BDC Group, Inc (“Customer”) entered into that certain Retail Installment Sale Contract (“Contract”) with Country Buick Gmc (“Dealership”) for the sale and financing of a 2022, Gmc, Canyon, VIN #1GTG6FEN1N1330347 (“Vehicle”); and

WHEREAS, the Dealership thereafter sold and assigned its interest in the Contract to Ally Financial Inc. and

THEREAFTER, Ally Financial Inc. did assign all of its right, title and interest in and to the Contract to Ally Bank aka Ally Capital Corp. aka Ally Bank Corp. effective as of the date of the Contract.

AIS PORTFOLIO SERVICES, LLC, AS AUTHORIZED AGENT FOR  
ALLY FINANCIAL INC.

By: Paul Tangen  
(Signature)

Name: PAUL TANGEN  
(Print Name of Signatory)

Title: Its Authorized Agent

Date: 10/4/23

### LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Ally Financial Inc. formerly known as GMAC Inc., GMAC LLC, and General Motors Acceptance Corporation d/b/a/ GMAC (the "Company") does hereby make, constitute and appoint Ally Bank a/k/a Ally Bank Corp. and Ally Capital Corp. and its wholly owned subsidiary Ally Servicing LLC (collectively the "Servicer") as its true and lawful attorney-in-fact, with full power of substitution, with respect to (i) all retail installment sale contracts, lease agreements, and loans serviced and administered by said attorney-in-fact for the benefit of Company, (ii) the collateral securing such retail installment sale contracts and loans and the vehicles related to such lease agreements, (iii) all security documents related to such contracts, loans and leases, and (iv) all payments and proceeds with respect to the foregoing (collectively, the "Property"), (a) to sign, acknowledge, file, appear as lien holder on, in the name, place and stead of Company, all certificates, documents and instruments relating to the Property, including, but not limited to, any instrument of assignment, certificate of title, notice of lien, assignment of lien, application for a certificate of title or duplicate of a certificate of title, application to register or transfer title, document to effect the notation of a lien upon a certificate of title or the assignment of such a lien, notice of any such assignment, application to register or transfer the rights as secured party under any policy of insurance, insurance claim, demand or request for premium refund, bankruptcy proof of claim, claim or demand against any dealer or against any person who may have an obligation to Company pursuant to or with respect to the Property, affidavit of repossession, bill of sale, notice of sale, lien release and odometer statement; (b) to authorize and consummate the sale and disposition of any part of the Property; (c) to collect and receive proceeds relating to or with respect to the Property; (d) to commence or participate, in the Servicer's own name or in the name of Company, a legal proceeding related to the Property under the Agreement, and in connection with any such proceeding to execute and deliver in the Servicer's or Company's name any notices, demands, claims, complaints, responses, affidavits or other documents or instruments; and (e) further as said attorney-in-fact may deem fit and proper to perfect the right, title and interest of Company in any part of the Property.

The undersigned further hereby gives and grants unto said attorney-in-fact full power and authority to do and perform every act necessary and proper to be done in the exercise of any of the foregoing powers as fully as the undersigned might or could do if personally present.

The undersigned further ratifies the actions taken by said attorney-in-fact in connection with the servicing and administration of retail installment sale contracts, loans and lease agreements by said attorney-in-fact prior to the execution date below for the benefit of Company.

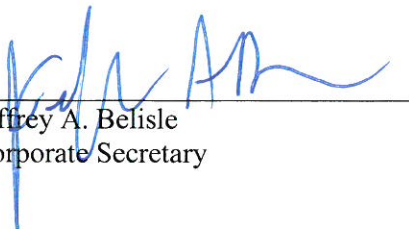
This Power of Attorney shall continue in effect until superseded by a newer power of attorney between Company and Servicer or until revoked in writing by the undersigned or another authorized representative of Company. Anyone to whom this Power of Attorney is presented may rely upon it without further inquiry of the undersigned. A photocopy of this Power of Attorney shall have the same effect as an original, manually signed and acknowledged counterpart of this Power of Attorney.

IN WITNESS WHEREOF, the undersigned has executed this instrument on this 28<sup>th</sup> day of January, 2020.

Ally Financial Inc.

By:

Name: Jeffrey A. Belisle  
Title: Corporate Secretary



ACKNOWLEDGMENT

STATE OF MICHIGAN       )  
  ) ss.  
COUNTY OF WAYNE       )

On this 28<sup>th</sup> day of January, 2020, before me personally appeared Jeffrey A. Belisle, who acknowledged to me to be an officer and authorized representative of the above legal entity, and that he, as such officer and authorized representative, being fully authorized to do so, executed the foregoing instrument for the purposes therein contained as the free act and deed of said legal entity, and as his free act and deed as an officer and authorized representative of said legal entity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

DONNA M. DICICCO  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF MACOMB  
MY COMMISSION EXPIRES May 25, 2025  
ACTING IN COUNTY OF WAYNE

Donna M. DiCicco  
Notary Public  
My Commission expires: \_\_\_\_\_

PDP ELECTRONIC TITLE DOCUMENT

ELT\*IA : ELT - IOWA

Title # : 57AN65038 Title Type :  
Issue Date: 2/21/2023 Lic/Tag/Control #:

VIN . . . . . : 1GTG6FEN1N1330347

Vehicle Info. . : 2022 GMC CAN PK

Odometer Reading : 10  
Date . :  
Status :

Owner Information . : BDC GROUP INC  
Co-Owner . . . . . :

Owner address . . . : 1525 KETELSEN DR  
  
HIAWATHA  
IA 522332219

Lienholder Information: ALLY FINANCIAL  
PO Box 8122  
  
Cockeysville  
MD 21030

2nd Lienholder Name :

ELT Sent Date . . . . . : 2/21/2023  
Lien Type . . . . . :  
Owner Driver License# :

Brand code . . . . . :

Release name . . . :  
Release address 1 :  
Rel City/State/Zip : ,

## N.A.D.A. Official Used Car Guide Vehicle Valuation

Print Date: October 20, 2023

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Vehicle Description: 2022 GMC Canyon Crew Cab AT4 4WD 3.6L V6  
VIN: 1GTG6FEN1N1330347

### Base Values

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Retail: \$ 42975.00

Wholesale/Trade-in: \$ 40175.00

### Optional Equipment/Adjustments

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Estimated Miles: 22500

\$ 0.00

### Total Adjusted N.A.D.A. Used Car Guide Values

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Retail: \$ 42975.00

Retail/Wholesale Average: \$ 41575.00

Reference 06/2023 Midwest